



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

NORFOLK COUNTY WATER CO. *v.* ETHERIDGE.

Jan. 11, 1917.

[91 S. E. 133.]

1. Judgment (§ 598*)—Splitting Causes of Action—Injuries from Dam—"Permanent Structure."—A dam, built for reservoir purposes across a natural water course, which caused the water course or swamp to fill with water to such an extent that the natural drainage of plaintiff's land was interfered with, and the water from the artificial lake was backed upon it, was such a permanent structure that the injuries to the land flowing from it were not of a recurrent and intermittent character, but permanent in their nature, so that plaintiff must recover the permanent damage to his land, past and future, in a single action, and could not recover for damage to crops put out since his cause of action accrued, which would be included in the single judgment for permanent damages.

[Ed. Note.—For other cases, see Judgment, Cent. Dig. § 1113; Dec. Dig. § 598.* 6 Va.-W. Va. Enc. Dig. 395.]

For other definitions, see Words and Phrases, First and Second Series, Permanent Structure.]

2. Waters and Watercourses (§ 178 (2)*)—Damage to Land from Dam—Measure.—In plaintiff's action, the measure of damage would be the difference in the market value of the land with and without the dam, to be computed as of the time immediately before the dam was built and immediately after it was finished and filled with water.

[Ed. Note.—For other cases, see Waters and Water Courses, Cent. Dig. 255; Dec. Dig. § 178 (2); Damages, Cent. Dig. §§ 276½, 282.* 13 Va.-W. Va. Enc. Dig. 682.]

Error to Circuit Court, Princess Anne County.

Action by W. T. Etheridge against the Norfolk County Water Company. To review a judgment for plaintiff, defendant brings error. Judgment reversed, verdict set aside, and case remanded for new trial in accordance with the opinion.

Pender & Way, of Norfolk, for plaintiff in error.

R. W. Tomlin and *Wm. G. Maupin*, both of Norfolk, for defendant in error.

DEAL'S ADM'R *v.* MERCHANTS' & MECHANICS' SAVINGS BANK et al.

Jan. 16, 1917.

[91 S. E. 135.]

Banks and Banking (§ 301 (5)*)—Relation Between Bank and Depositor—Joint Accounts.—Where decedent deposited money in bank

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and indexes.

to the joint account of herself and sister, the deposits created the relation of debtor and creditor between the bank and depositors, and upon decedent's death, the balance of such fund belonged to the sister.

[Ed. Note.—For other cases, see Banks and Banking, Cent. Dig. § 1174; Dec. Dig. § 301 (5).* 2 Va.-W. Va. Enc. Dig. 263.]

Appeal from Circuit Court of City of Norfolk.

Suit by Deal's administrator against the Merchants' & Mechanics' Savings Bank and others. Judgment for defendants, and plaintiff appeals. Affirmed.

Frank L. Crocker and *Winston Parrish*, both of Portsmouth, for appellant.

N. T. Green and *Baker & Eggleston*, all of Norfolk, for appellees.

DAVIS *v* CITY OF NEWPORT NEWS.

Jan. 11 1917.

[91 S. E. 136.]

1. Municipal Corporations (§ 375*)—Pavement Guaranty—Defense.—It was no defense to an action by a city against a contractor on a paving guaranty that the defects developed from sinking of the street from operation of street cars, where the contractor's bid was on a different basis for streets occupied by street car tracks and streets not so occupied.

[Ed. Note.—For other cases, see Municipal Corporations, Dec. Dig. § 375.* 10 Va.-W. Va. Enc. Dig. 209.]

2. Municipal Corporations (§ 375*)—Pavement Guaranty—Action—Instructions.—In city's action on pavement guaranty it was proper to refuse instruction that plaintiff's case depended on showing some default of defendant under his contract, and if defects were due to causes over which he had no control defendant would not be liable, where there was no evidence as to causes over which defendant had no control other than matters fully covered by other instructions, since such a charge would invite the jury to indulge in mere conjecture.

[Ed. Note.—For other cases, see Municipal Corporations, Dec. Dig. § 375.* 10 Va.-W. Va. Enc. Dig. 209.]

Error to Circuit Court of City of Newport News.

Action by City of Newport News against J. W. Davis. Judgment for plaintiff, and defendant brings error. Affirmed.

J. Winston Read, of Newport News, for plaintiff in error.

J. A. Massie, of Newport News, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.